

RETURN DATE: NOVEMBER 17, 2020 : SUPERIOR COURT
TRACY C. DO : FAIRFIELD J.D.
VS. : AT BRIDGEPORT
ERIC JOHN MALON : OCTOBER 21, 2020

COMPLAINT

COUNT ONE: BREACH OF IMPLIED CONTRACT

1. The Plaintiff, Tracy C. Do (the "Plaintiff"), is an individual residing in the State of Connecticut.
2. The Defendant, Eric John Malon, is an individual residing in the State of Connecticut.
3. From approximately 2006 to 2018, the Plaintiff and Defendant maintained a romantic relationship with each other.
4. The Defendant owns the construction company, Malon Construction, LLC (the "Defendant's Company"). The Defendant is the sole owner of the Defendant's Company.
5. The Defendant owns the real property located at 1 Lyndale Park in Westport, Connecticut (the "Premises"). The Defendant is the sole owner of the Premises.
6. The Defendant additionally owns the real property located at 190-192 Highland Avenue in Waterbury, Connecticut, which he has utilized as a rental property since the parties have been in a romantic relationship (the "Rental Property"). The Defendant is the sole owner of the Rental Property.

7. As a result of their romantic relationship, the Plaintiff and Defendant, who were never married, have two minor children between them: Alexis Malon, age 13 and Layla Malon, age 7 (the "Minor Children").
8. Since the Minor Children were born, the Plaintiff has been their primary caretaker.
9. The Minor Children both attend public school in Westport, Connecticut.
10. Since 2006, the parties have cohabitated together.
11. From approximately 2008 through 2018, the Plaintiff continuously assisted the Defendant with his business operations for the Defendant's Company by working on various administrative tasks such as picking up and dropping off materials, correspondence with customers, and organizing payroll.
12. Since approximately 2009, the Plaintiff has continuously acted as a property manager for the Defendant's Rental Property. In this role, the Plaintiff prepares leases, communicates with current and prospective tenants, organizes files and documents, maintains records and bookkeeping, and various other tasks related to managing the Rental Property.
13. The Plaintiff was never compensated for her work for the Defendant or the Defendant's Company.
14. During the course of their romantic relationship and cohabitation, the Defendant made promises to the Plaintiff that if their romantic relationship ever ended, he would take care of the Plaintiff financially and purchase a home for the Plaintiff in Westport, Connecticut where she could live with the Minor Children.

15. The Defendant continued to make these promises to the Plaintiff both during the course of their romantic relationship and after their romantic relationship ended.
16. Based on the promises made by the Defendant, the Plaintiff remained in the Westport, Connecticut area, continued being the primary caretaker of the Minor Children, and continued cohabitating with the Defendant at the Premises.
17. Based on the promises made by the Defendant, the Plaintiff continued working for the Defendant and the Defendant's Company.
18. The Defendant, by his actions, manifested his agreement to compensate and support the Plaintiff financially and purchase Plaintiff a house in Westport, Connecticut in exchange for her remaining in the Westport, Connecticut area, continuing to be the primary caretaker of the Minor Children, continuing cohabitating with the Defendant at the Premises, and continuing to work for the Defendant and the Defendant's Company.
19. In early 2018, the parties ended their romantic relationship.
20. Since the time the parties ended their romantic relationship, the Defendant has refused to fulfill the promises he made to the Plaintiff to buy her a house in Westport, Connecticut and to support her financially.
21. The Defendant, therefore, is in breach of the promises he made to the Plaintiff of which the Plaintiff relied based upon her actions.
22. Based on the Defendant's breach of his promises, the Defendant has breached the contract implied in fact between the parties, and as a result, the Plaintiff has suffered damages.

COUNT TWO: PROMISSORY ESTOPPEL

23. Paragraphs 1-13 of Count One are hereby incorporated into this Count Two the same as if fully plead herein.
24. During the course of their romantic relationship and cohabitation, the Defendant made promises to the Plaintiff that if their romantic relationship ever ended, he would support the Plaintiff financially and purchase a house for the Plaintiff in Westport, Connecticut where she could live with the Minor Children.
25. The Defendant continued to make these promises to the Plaintiff both during the course of their romantic relationship and after their romantic relationship ended.
26. Since the time the parties ended their romantic relationship, the Defendant has refused to fulfill the promises he made to the Plaintiff to buy her a house in Westport, Connecticut and to support her financially.
27. The Plaintiff reasonably and detrimentally relied on the promises made by the Defendant by continuing to remain in the Westport, Connecticut area, continuing to be the primary caretaker of the Minor Children, and continuing to cohabitate with the Defendant at the Premises.
28. Additionally, the Plaintiff reasonably and detrimentally relied on the promises made by the Defendant by continuing to work for the Defendant and the Defendant's Company.
29. By making these promises, the Defendant induced the Plaintiff to continue to work for him and the Defendant's Company, to remain in the Westport, Connecticut area, to continue to be the primary caretaker for the Minor Children, and to continue to cohabitate with him and the Premises.

30. The Plaintiff, therefore, has suffered damages based on her detrimental reliance on the Defendant's promises.

31. Injustice cannot be avoided without enforcement of Defendant's promise to compensate and support the Plaintiff financially and to purchase a house for her in Westport, Connecticut.

COUNT THREE: QUANTUM MERUIT

32. Paragraphs 1-13 of Count One are hereby incorporated into this Count Three the same as if fully plead herein.

33. The Defendant knowingly accepted the work and services provided by the Plaintiff for the Rental Property and the Defendant's Company.

34. The Defendant has failed and refused to pay the Plaintiff for the reasonable value of these services.

35. As a result of the Defendant's failure to pay the Plaintiff for the reasonable value of its services, the Plaintiff has suffered damages.

COUNT FOUR: UNJUST ENRICHMENT

36. Paragraphs 1-13 of Count One are hereby incorporated into this Count Four the same as if fully plead herein.

37. The Plaintiff provided work and services to the Defendant in connection with the Rental Property and the Defendant's Company.

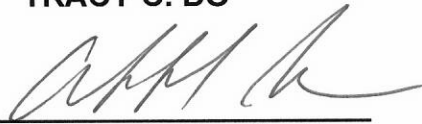
38. The Defendant received a benefit from the work and services the Plaintiff provided to the Rental Property and to the Defendant's Company.

39. The Defendant has unjustly received the benefit of the Plaintiff's work and services.

40. The Defendant's retention of the benefit conferred without compensating the Plaintiff violates fundamental principles of justice, equity, and good conscience.
41. The Defendant's failure to compensate the Plaintiff for the benefit he received was, and is, to the detriment of the Plaintiff, and as a result, the Defendant has been unjustly enriched.

**THE PLAINTIFF,
TRACY C. DO**

BY



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STATEMENT RE: AMOUNT IN DEMAND

The Plaintiff in the above-entitled action claims compensatory damages within the jurisdiction of this court in excess of the sum of FIFTEEN THOUSAND DOLLARS (\$15,000.00), exclusive of interest and costs.

THE PLAINTIFF,
TRACY C. DO

BY



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